

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF MENTAL HEALTH, MENTAL RETARDATION  
AND SUBSTANCE ABUSE SERVICES  
Office of Administrative Services  
P. O. Box 1797  
Richmond, Virginia 23218-1797

NOTICE OF CONTRACT RENEWAL

Contract #720-01491-99D01

The following contract has been renewed. The primary intent of this contract is to provide clinical reference laboratory services to DMHMRSAS and other public bodies. State agencies should place purchase orders against this contract through eVA.

**CONTRACT:** Clinical Reference Laboratory Services

**USING FACILITIES:** DMHMRSAS Facilities and Other Public Bodies

**CONTRACTOR:** Laboratory Corporation of America Holdings (LabCorp)  
358 South Main Street  
Burlington, North Carolina 27215  
Phone: 800-222-7566, Extension 66706  
FAX: 336-436-4072  
Primary Contact: Ms. Leslie Shelton  
E-Mail: sheltol@labcorp.com  
Phone: 804-266-7777, Extension 4409  
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Contact: Ms. Leslie Shelton

FIN: 13-3757370

**CONTRACT PERIOD:** September 1, 2005 through August 31, 2007

**TERMS:** Net 30 days.

**CONTRACT RENEWAL:** No further renewal periods remain for this contract.

**CONTRACTOR REQUIREMENTS:** The following is an excerpt of the Scope of Work that the Contractor is required to perform under this contract.

1. TRANSPORTATION:

- 1.1 Provide courier service to all Purchasing Agencies, and at multiple locations if required by a Purchasing Agency, for specimen pick-up. Contractor shall coordinate pick-up days and time with Purchasing Agencies.
- 1.2 Be responsive to courier requests from Purchasing Agencies and shall be available as mutually agreed upon between the Contractor and the Purchasing Agency, consistent with the terms of the Contract.
- 1.3 Provide all couriers with spill kits to be used in the event a specimen is spilled from its container while in the possession of the courier.
- 1.4 Transport specimens in a safe, legal, and industry acceptable controlled environment that will ensure specimens reach the testing laboratory in a usable condition. Contractor shall be at full risk for any costs or liabilities associated with a specimen that has been compromised, lost, damaged, and/or contaminated other specimens while in the possession of the Contractor.
- 1.5 If requested by the Purchasing Agency, provide a secured/controlled holding box for specimens waiting pick-up.

2. TEST RESULTS:

- 2.1 Prepare and deliver chart ready test results in accordance with CAP requirements. Reports shall document normal ranges for test results to be used by the Purchasing Agency for comparison.
- 2.2 Distribute turn-around-time schedule for all tests performed by the Contractor within 30 days of requests, to any Purchasing Agency requesting such information.
- 2.3 Distribute panic value threshold information within 30 days of request, to any Purchasing Agency requesting such information.
- 2.4 In every case, notify the Purchasing Agency by telephone upon receiving a test result that has exceeded the panic value threshold for that particular test.
- 2.5 Results of stat testing shall be provided to ordering Purchasing Agency within 3 hours of specimen receipt in the testing facility.
- 2.6 Identify primary and back-up contact persons that are available to Purchasing Agencies for assistance.

3. PANELS AND PROFILES:

- 3.1 Customize panels and profiles as requested by Purchasing Agencies, provided such customization does not violate Federal or State regulation.
- 3.2 Be responsible to insure test(s) ordered by a Purchasing Agency under a single requisition do not exceed costs of a particular panel/profile that comprises the identical test(s) or series of test(s) being ordered. If a panel/profile does not exist for a recurring series of tests and a Purchasing Agency request that a panel/profile be created to support such testing, then the costs of such a panel/profile shall not exceed the aggregate of all individual test of the established panel/profile.

4. REPEAT TESTS:

- 4.1 Provide follow-up testing for test results provided by the Contractor to the Purchasing Agency that are not consistent with the Purchasing Agency clinical evaluation. There will be no additional charge by the Contractor for such repeat testing.

5. PHLEBOTOMY SERVICES:

- 5.1 The Contractor shall provide phlebotomy services to the Purchasing Agencies that have been identified by the Contracting Agencies as requiring such services. There will be no fees for routine phlebotomy services provided to these Purchasing Agencies. A fee will be charged for phlebotomy services supplied to other agencies.
- 5.2 The Contractor will provide phlebotomy services on a 24 hours per day, seven days a week (including holidays) as follows: Routine Draws – Within 24 hours from the time of request; Stat Draws – Within 2 hours from the time of request.
- 5.3 As an alternative, phlebotomy services required for Purchasing Agency clients outside the Purchasing Agency's facility should be made available at the Contractor's facility, or in some special cases, at the clients' residence. For such service requests, services shall be coordinated and agreed to between the Purchasing Agency and the Contractor. There will be additional charges for these services.
- 5.4 Phlebotomists employed by the Contractor shall be certified and meet CAP proficiency standards.
- 5.5 All waste generated by Contractor phlebotomists shall be removed by the Contractor and disposed of in accordance with Federal and State regulations.
- 5.6 Phlebotomists shall always comply with Purchasing Agency policy and Federal and State regulations while providing services at Purchasing Agency site.

6. BILLING:

- 6.1 The Contractor will not directly bill the services performed hereunder directly to Participating Agency patients, except where the Contractor is requested to bill the other responsible party (including Medicare, Medicaid, and insurance companies) by the Agency and the other responsible party requires the Contractor to seek remuneration from the patient for the patient's portion of the services performed.
- 6.2 The Purchasing Agency shall provide billing identification information to the Contractor for third party billing purposes. Information may be provided, concurrent with specimen pick-up, or in those rare instances when the Purchasing Agency becomes aware of a patient's third party coverage, after specimen testing is performed.
- 6.3 Contractor shall accept assignment of Medicare and Medicaid payments as payment in full unless indicated to bill deductible or co-payment amounts to a responsible party.
- 6.4 Contractor shall bill Medicare and Medicaid at usual and customary rates.

- 6.5 Co-Payments or deductibles for Purchasing Agency clients with commercial insurance shall be billed to the responsible party indicated by the Purchasing Agency on the Contractor's test request form.
- 6.6 When billing Purchasing Agency or Purchasing Agency client, Contractor will use the address and contact indicated by the Purchasing Agency on Contractor's test request form.
- 6.7 All billing and billing inquiries related to Purchasing Agency clients shall be directed to the responsible party indicated by the Purchasing Agency on Contractor's test request form.
- 6.8 Invoices shall be issued separately for each Purchasing Agency client receiving services and billable services shall be itemized. In no case shall a Purchasing Agency client be billed directly unless the Purchasing Agency requests such billing.

#### 7.0 FORMS, EQUIPMENT, AND SUPPLIES:

- 7.1 Contractor shall provide all forms used to identify specimens, order and process tests in sufficient supply to each Purchasing Agency unless the Purchasing Agency and Contractor have agreed to use other means to manage this process. Contractor shall be responsible for all costs associated with this requirement.
- 7.2 Contractor shall provide all equipment and supplies necessary for the collection, preservation, and preparation of specimens. If requested by a Purchasing Agency, the Contractor shall provide a centrifuge for specimen preparation.
- 7.3 Purchasing agency may request a refrigerator from the Contractor for specimen preservation. If the Contractor determines that refrigerator is necessary, the Contractor will provide one at no cost to the Purchasing Agency. If the Contractor determines that a refrigerator is not necessary, the Contractor shall provide an alternative plan for specimen preservation.
- 7.4 The Contractor shall provide all necessary hardware (i.e., printers, remote central processing unit and monitor and any other required peripherals) necessary to testing results through its automated laboratory information system. Purchasing agencies may request the use of their information technology hardware for integration into the Contractor's system.

#### 8.0 CONSULTATION, TRAINING AND IN-SERVICE SUPPORT:

- 8.1 The Contractor shall make available 24 hours per day, seven days per week (including holidays), a professional laboratory consultant for telephonic or electronic consultation with the Purchasing Agency medical or other staff concerning the significance of these results, unusual cases, technical matters, and quality assurance issues.
- 8.2 If requested by a Purchasing Agency, the Contractor should provide in-service training that, at a minimum will include: (1) the protocols used for the collection, preparation, preservation, labeling and packaging of specimens; and (2) reviewing results/reports format(s).

#### 9.0 ADDITIONAL SERVICES:

- 9.1 The Contractor may be requested to back-up in-house labs.

9.2 Automated laboratory information systems shall be used to the fullest extent possible within the Contractor's ability to provide hardware, software, training, and peripherals.

**PRICING:** See the attached net price sheet dated Sept. '05 for all tests available under this contract.

Note #1 – This price list shall remain in effect until August 31, 2007 except for the cytology pricing group which shall be effective through December 31, 2006 and then be subject to escalation/de-escalation in accordance with the provisions of this contract.

Note #2 – Prices preceded by one asterisk (\*) have the greatest discounts. These are the tests that were quoted on the original solicitation. Prices preceded by two asterisks (\*\*) are discounted at list less 55%. Prices that are not noted by an asterisk are not subject to discount. These are offered at list price for the convenience of the Purchasing Agency. Purchasing Agencies should determine that one of the discounted tests is not acceptable prior to ordering a non-discounted test.

Please contact the undersigned at 804-786-5812 or at [horace.ford@co.dmhmrzas.virginia.gov](mailto:horace.ford@co.dmhmrzas.virginia.gov) if you have any questions or wish to report any problems regarding this contract.

By: Horace L. Ford, Jr.  
Horace L. Ford, Jr., CPPO, VCO

Date: August 26, 2005